EXHIBIT 19

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE DA VINCI SURGICAL ROBOT ANTITRUST LITIGATION,	Lead Case No. 3:21-cv-03825-VC

THIS DOCUMENT RELATES TO:
ALL CASES

SURGICAL INSTRUMENT SERVICE COMPANY, INC.,	Case No. 3:21-cv-03496-VC

Plaintiff,
vs.
INTUITIVE SURGICAL, INC.,
Defendant.

REMOTE VIDEOTAPED DEPOSITION BY VIRTUAL ZOOM OF
DAVID ROSA
Monday, May 1, 2023

Reported By: Lynne Ledanois, CSR 6811
Job No. 5892696

remanufactured instruments was involved in adverse events.

BY MR. CORRIGAN:

Q Did Intuitive ever test the reset EndoWrists that were -- well, did Intuitive ever test the EndoWrists that were repaired or reset by Rebotix?

A I don't know.

Q Why would not -- why wouldn't have Intuitive tested those repaired or reset EndoWrists?

MR. RUBY: Object to the form of the question.

THE WITNESS: So I guess it always depends on to what end and what problem are you trying to solve by that testing.

We had our extensive testing internally that we had relied on for many years and the agency, the FDA knew about. So if we didn't test them, I'm not sure; if we did, I'm not sure.

BY MR. CORRIGAN:

Q Let's look at Paragraph 45 of your declaration, please. And first sentence, "To avoid any possibility of confusion, Intuitive has made clear that use of an FDA-cleared remanufactured EndoWrist does not reach any customer's contract or

otherwise subject a customer to adverse action from Intuitive. Below is the statement on our website," and then you set out the statement there.

What is the date on this statement? Not your statement in the declaration but the Intuitive statement starting on the bottom of Page 10, what is the date on that?

A If it's not in here, I don't know the exact date. There's one date at the bottom of -- the beginning of the last paragraph of the statement that says it's March 1st. So I would think that this would be right around that date, that time frame.

Q Now, in Paragraph 46 it says -- you say, "This statement accurately reflects Intuitive's current policy towards the activities of EndoWrist remanufacturers."

So this is a statement of its current policy; correct?

A Correct.

Q What was Intuitive's policy in this regard before this statement comes out in and around early March of 2023?

A You know, when I think about our conversations, I don't know that we had a clear sort of agreed-to policy within the company. So I'm

actually not sure if I could have said here is our policy for our cleared instruments.

Q When did Intuitive --

MR. RUBY: Excuse me, I'm sorry, counsel. If you -- in answering these questions, if an answer would require you to divulge privileged or confidential communications with lawyers, please don't answer the question, say it requires a privileged conversation and then I may or may not have something to say.

THE WITNESS: Okay.

MR. RUBY: Excuse me. Please go ahead.

BY MR. CORRIGAN:

Q When did Intuitive first determine that use of an FDA-cleared remanufactured EndoWrist does not breach any customer's contract?

A I don't -- I actually don't know because to my knowledge, I believe it's the first time an instrument was cleared by the FDA for use with the system that wasn't manufactured by Intuitive.

Q When did Intuitive first post this information for its customers that's in this letter or this statement?

A Again, I'm assuming -- not knowing the exact date, I think it's around that March date.

Q Has Intuitive inserted the language in this statement into its SLSA contracts?

A I'm not sure.

Q If they haven't, why not?

A I don't know. I wasn't part of that interaction with our teams there, so I'm not sure why they have haven't if it's not in there.

Q You mentioned before you weren't sure if there was a clear policy before this statement came out; right?

A I think that's true. To the best of my knowledge, I don't remember seeing and sort of saying, this is our policy for cleared instruments.

Q And what caused this change in policy for Intuitive?

A One is that that cleared instrument from -- you know, was out there, so I think we wanted to clarify for our customers that, hey, if it's indeed cleared through the proper regulatory agency, FDA or otherwise, that it is not going to violate the terms of your agreement. So I think it was in that time frame.

Q So if one of these companies had gotten 510(k) clearance say several years ago, you're saying that Intuitive would have changed its policy

then?

A Speculation obviously, but we would have certainly had to clarify it and if it's cleared by the FDA, I would think we would have come up with the same answer.

Q What commitment do customers and rivals have that Intuitive's current policy on 510(k) instruments won't change?

A I don't know that there's anything specifically spelled out anywhere that said this has to be the policy of Intuitive.

Q Now, in the sentence at the start of Paragraph 45 we talked about a minute ago, you say, "to avoid any possibility of confusion."

Why do you think there might be confusion on this subject?

MR. RUBY: Object to the form of the question. You may answer.

THE WITNESS: To me there is a potential confusion between an FDA-cleared device or a not cleared device by the FDA.

BY MR. CORRIGAN:

Q Do you think there might be some confusion caused by Intuitive's years' long litigation between Restore and Rebotix during which this was not

intuitive's position?

MR. RUBY: Object to the form of the question. You may go ahead and answer if you can.

THE WITNESS: I think it's hard for me to say whether or not customers are aware of those cases and would have confusion. I just really don't know.

BY MR. CORRIGAN:

Q Now, this new policy issued you think in early March was certainly issued after the settlements in the Restore and Rebotix cases; right?

A I don't know the timing exactly.

Q If I represented to you that the Restore settlement was in January of 2023 and the Rebotix settlement was in October 2022, it would be fair to say that this statement came out after those settlements; correct?

A Again, assuming that March 8 is about right, then yes.

Q Are you familiar with the terms of those settlements?

A Some, not in any sort of level of detail.

Q And both of those settlements were reached as those cases approached trial; correct?

A I guess I don't know how close we were to